

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 10			
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. GS00Q09BGD0056			2. DELIVERY ORDER/ CALL NO. N66001-12-F-6775		3. DATE OF ORDER/ CALL (YYYYMMDD) 2011 Oct 01		4. REQ./ PURCH. REQUEST NO. 1300217995-0001			5. PRIORITY 09			
6. ISSUED BY SPAWAR SYSTEMS CENTER PACIFIC DOROTHY POWELL, CODE 22220 DOROTHY.POWELL@NAVY.MIL 53560 HULL STREET SAN DIEGO CA 92152				CODE N66001		7. ADMINISTERED BY (if other than 6) CODE SEE ITEM 6				8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR NORTHROP GRUMMAN SYSTEMS CORPORATION NAME (b)(4) AND 2340 DULLES CORNER BLVD ADDRESS HERNDON VA 20171-3415				CODE 5V1X2		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
12. DISCOUNT TERMS NET 30 DAYS								13. MAIL INVOICES TO THE ADDRESS IN BLOCK SECTION G - WAWF INSTRUCTIONS					
14. SHIP TO SEE SCHEDULE				CODE		15. PAYMENT WILL BE MADE BY CODE N6600B SPAWAR PAC 53560 HULL STREET, CODE 11410 SAN DIEGO CA 92152-5001			MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.				
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.										
	PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:										
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:													
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT	
		SEE SCHEDULE											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: 619-553-9046 EMAIL: jeannette.perez1@navy.mil BY: Jeannette Perez				(b)(6)		25. TOTAL \$4,429,712.00		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED													
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I certify this account is correct and proper for payment.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	\$4,429,712.00	\$4,429,712.00

ENTERPRISE SOFTWARE LICENSE

FFP

Software licenses under this Enterprise Software Maintenance Agreement

Software License Support includes:

-ICS 4.5 Server Suite: ICS SERVER 4.5, CST SERVER 4.5, MTC 4.5, WSM 4.5,-
qty 128

-ICS 4.5 Client/Workstation Suite: ICS CLIENT 4.5, CST CLIENT 4.5, MTC 4.5,
WSM 4.5 - qty 661

-ICS Software Development Kit (SDK) 4.5 - qty 4 -
C2PC Client - qty 646

-C2PC SDK 6.1 - qty 3

-HCS Server 1.3 - qty 33

-HCS Client 1.3 - qty 120

-TCOM 4.1- qty 203

Alliant Governmentwide Acquisition Contract (Alliant GWAC)

FMS Case: TW-P-GNU

Distribution will be electronically to drew.bernet@navy.mil

Incorporated by Reference: Northrop Grumman Proposal dated October 6, 2011,
including the Enterprise software License Maintenance Proposal and Northrop
Grumman Customer Support Service Level Agreement attachments

FOB: Destination

ADDITIONAL MARKINGS: P.O.C. (b)(6) - 619-908-6222

NET AMT	\$4,429,712.00
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ACRN AA	\$4,429,712.00
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CIN: 130021799500001

CASE: TW-P-GNU

PURCHASE REQUEST NUMBER: 1300217995-0001

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2011 TO 31-DEC-2012	N/A	N/A FOB: Destination	

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97-11X8242 2858 000 74582 0 065916 2D PTW544

COST CODE: 026462050GNU

AMOUNT: \$4,429,712.00

CIN 130021799500001: \$4,429,712.00

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9209 INVOICING INSTRUCTIONS FOR SUPPLIES, OR SUPPLIES WITH SERVICES INCIDENTAL, USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

(a) Invoices for supplies delivered under this delivery order shall be submitted electronically through Wide Area Work Flow - Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The government shall process invoices for payment per contract terms.

(b) The vendor shall have their cage code activated by calling 1-866-618-5988 opt 2 and opt 3. Once activated, the vendor shall self-register and submit invoices through the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. WAWF Vendor "Quick Reference" Guides are located at the following web site: http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information. Navy WAWF help desk: CCL-EC-Navy-WAWF-helpdesk@dfas.mil.

(c) Back up documentation (such as delivery receipts, labor hours and material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes.

(d) A separate invoice will be prepared for each delivery order or purchase order. Do not combine the payment claims for supplies provided under this contract.

(e) The following information is provided for completion of the invoice in WAWF:

WAWF Invoice Type	Invoice & Receiving Report (Combo)
Issuing Office DODAAC	N66001
Admin DODAAC	N66001
Inspector DODAAC	N66001
Inspector Contact Info	(b)(6), 619-908-6222, (b)(6)
Acceptor, Ship to DODAAC	N66001
Acceptor Contact Info	(b)(6), 619-908-6222, (b)(6)
COR Contact Info	N/A
LPO DODAAC	N/A
DCAA Auditor DODAAC	N/A
Service Approver DODAAC	N/A
Pay DODAAC	N6600B

(f) After submitting the document(s) to WAWF, click on "Send More Email Notifications" and add the acceptor/receiver email addresses noted above. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

MODIFICATION INSTRUCTIONS:

For contract modifications or other matters relating to the terms and conditions of this delivery order, please contact Dorothy Powell (Also listed in Block #6 of the award) at (619) 553-4455 or dorothy.powell@navy.mil. She is the only authorized individual who can modify this delivery order.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.213-2

Invoices

APR 1984

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

DOCUMENT: Statement Of Work

DOCUMENT: Contract data Requirements List (CDRL)DD Form 1423-1

STATEMENT OF WORK

CONTRACT #: GS00Q09BGD0056

TASK ORDER: TBD

TITLE: SPAWAR PMW 740 TAIWAN SYUN AN LIFE CYCLE SUPPORT (TW-P-GNU)

DATE: 10 AUGUST 2011

1.0 SCOPE

The purpose of this SOW is to provide the SPAWAR PMW 740 Taiwan Syun An Program with standard software maintenance and services for the life cycle support of NGIS software applications utilized in the Taiwan Advanced Tactical Data Link System (TATDLS) previously established under the PMW 740 Taiwan Po Sheng Program. The contractor shall provide standard software maintenance for the NGIS software applications.

2.0 APPLICABLE DOCUMENTS

None.

3.0 TECHNICAL REQUIREMENTS

3.1 Standard Software Maintenance

The Contractor shall provide at least one (1) maintenance build with Software Version Description (SVD) documents per year, one (1) emergency build per year, help desk support, NGIS application related trouble ticket collection and management, enhancements and license management services for the software applications listed in Table-1.

Software Item Description	Version	Quantity
Command & Control Personal Computer (C2PC)	6.1	646
Interoperable C4I Services (ICS) Server (includes Common Operational Picture (COP) Synchronization Tools (CST), & Water Space Management (WSM))	4.5	128
Interoperable C4I Services (ICS) Client (includes CST Lite & WSM)	4.5	661
Multi-TADIL Capability (MTC) Server	4.5	128
Multi-TADIL Capability (MTC) Client	4.5	661
Time Critical Object Manager (TCOM)	4.0	203
Harbor and Coastal Surveillance (HCS) Server	1.3	33
Harbor and Coastal Surveillance (HCS) Client	1.3	120
ICS Software Development Kit (SDK)	4.5	4

Table 1 Command and Control Software Applications

3.2 Interoperable C4I Services (ICS) Installation Support in USG Directed FMS Facilities

No installation support is required under this SOW.

3.3 Training for FMS Case

There is no training requirement under this SOW.

3.4 Technical Documentation for FMS

- a. The Contractor shall replace all references to U. S. Command and Control (C2) systems (Global Command and Control System) with equivalent FMS exported systems fielded in Taiwan (Interoperable C4I Systems (ICS)).
- b. The Contractor shall remove all Link-16 and TADIL-J references and replace them with Taiwan Advanced Tactical Data Link System or TATDLS.
- c. The Contractor shall replace all references to Air Defense Systems Integrator (ADSI) and replace them with the Taiwan version of ADSI, the Terminal Control Processor (TCP).
- d. The Contractor shall ensure that the final document contains no marking that reflect the document is in draft form.
- e. The Contractor shall ensure the final document is in compliance with International Traffic in Arms (ITAR) regulations.
- f. Submittal and review of the CDRL data item shall follow the process listed below:
 - (1) The Contractor shall submit the Initial CDRL data item thirty (30) working days after contract award.
 - (2) The USG will review the initial CDRL document, and shall provide written comments against the document within the USG Review Period specified in Table 3.
 - (3) The Contractor and USG shall jointly adjudicate all USG comments against the CDRL document during the Joint Adjudication Period specified in Table 3.
 - (4) The Contractor shall incorporate the adjudicated comments into the CDRL document during the Contractor Revision Period specified in Table 3, and resubmit the document to the USG.
 - (5) The USG shall verify that all adjudicated comments have been incorporated into the CDRL data item and provide CDRL approval during the USG Revision Validation Period specified in Table 3.
 - (6) If the USG submits post adjudication comments then the process shall restart at step #2 with the same time period as specified in Table 3.

Document Title	Submittal Date(s) (In Business Days)	<i>USG Review Period/ Joint Adjudication Period/ Contractor Revision Period/ USG Revision Validation Period (In Business Days)</i>
CDRL Document	Initial-Thirty (30) days after contract award Final-One (1) day after the conclusion of the Contractor Revision Period.	15/5/15/5

Table 3 Contract Data Requirements List (CDRL) Document Processing

3.5 Monthly Status Report

During the period of performance the contractor shall submit a MS Office produced monthly status report to the USG, by the 5th of each month that at a minimum addresses the following programmatic status items:

- a. Activities completed during the reporting period (meetings, accomplishments, performance indicators, relevant issues, and concerns).
- b. Activities planned during the next reporting period.
- c. Action items and issues.

4.0 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

There is no Government Furnished Equipment associated with this SOW

5.0 TRAVEL

None.

6.0 SECURITY

The work to be performed under this contract and the handling of documents will be conducted at the UNCLASSIFIED level.

All work is to be performed in accordance with DoD and Navy Operations Security (OPSEC) requirements and in accordance with the OPSEC attachment to the DD254.

7.0 PLACE OF PERFORMANCE

SPAWAR PMW 740 Syun An Program Office designated U.S. Government and Contractor facilities located in CONUS in support of FMS Case TW-P-GNU.

8.0 PERIOD OF PERFORMANCE

The period of performance will be 10/01/2011 through 12/30/2012 for Standard Software Maintenance.

9.0 DELIVERABLES

The contractor shall provide the following deliverables identified within the CDRL, DD FORM 1423 and generically defined below. All deliverables will be determined acceptable or unacceptable to the USG as defined within the DD FORM 1423.

Milestone	Deliverable	Delivery
1	Monthly Status Report	Due by the 5 th of the month.
2	Software Version Description (SVD) Document	Due when Software Maintenance build is released.

10.0 INSPECTION/ACCEPTANCE/PERFORMANCE EVALUATION

The USG shall conduct final inspection and technical acceptance of deliverables and quality assurance of the contractor's performance. For this firm fixed priced acquisition; the performance of the Contractor and the quality of the work delivered, including any documentary material written or compiled shall be subject to in-process review and inspection during performance. The authorized USG personnel shall be permitted to observe the work or the conduct inspections at all reasonable hours and at any work location. Inspection or test by the USG of all services rendered or supplies furnished hereunder does not relieve the Contractor from any responsibility regarding defects or other failures to meet contract requirements that may be disclosed prior to final inspection.

11.0 TECHNICAL PRIMARY & ALTERNATE POCs

SPAWAR PMW 740 Syun An Program Manager:

(b)(6)

Phone: (619) 908-6288

Email: (b)(6)

SPAWAR PMW 740 Syun An Program Deputy:

(b)(6)

Phone: (619) 908-6232

Email: (b)(6)